

Gareth



INDEPENDENT CHARTERED SURVEYORS,  
AUCTIONEERS, VALUERS and ESTATE AGENTS

# CLEMENSTONE



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South Glamorgan  
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Tel: Llantrisant (0443) 225841

**Neath Office**  
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On Instructions from South Glamorgan County Council

FOR SALE BY PUBLIC AUCTION

at THE BEAR HOTEL, COWBRIDGE

on 20th September 1990, at 7.00 p.m.

CLEMENSTONE

a former country house

now offered as 2 exceptional residential building sites

together with

TYNEWYDD FARMHOUSE & 14.8 ACRES OF AGRICULTURAL LAND

and

86 ACRES OF FERTILE AGRICULTURAL LAND

For Sale in 4 Lots  
(2 with Milk Quota attached)

Agents

Herbert R. Thomas, Son & Edwards,  
59 High Street,  
Cowbridge,  
S. Glamorgan CF7 7YL.  
(Tel: 0446-772911 - 3 lines)

Solicitor

N.G. Neal, Esq., LL.B.,  
Chief Solicitor  
South Glamorgan County Council,  
County Hall,  
Atlantic Wharf  
Cardiff CF1 5UW  
(Tel: 0222-872477)  
(Ref: G.D.J.)



20/8/90

LOT 1 : TYNEWYDD HOUSE, OUTBUILDINGS & AGRICULTURAL LAND



IDENTIFICATION

For the purpose of identification, this property is shown coloured red on the plan attached.

GENERAL DESCRIPTION

Tynewydd Farmhouse, together with the barn extension to the west, forms one large and interesting, stone-built and slated building, commanding extensive views to the north. The barn extension to the existing farmhouse provides considerable scope for extension, to turn what is at present a fairly modestly sized house, into a substantial dwelling. Planning consent for the conversion would be required. In addition to the main building, there are a number of other, useful, adjoining buildings, and an area of agricultural grazing land, extending in all to 14.85 acres, approximately.

TYNEWYDD FARMHOUSE

The farmhouse, which is stone-built and slated, forms the eastern part of a much larger building. It is built in stone and has a slate roof. The accommodation provided is as follows:

<u>Central Hallway:</u>	With staircase out.
<u>Sitting Room:</u>	17'11" x 12'6". Original beamed ceiling. Quarry tiled floor. Efel wood-burning stove fitted.
<u>Kitchen:</u>	15'8" x 8'2". Sink unit with double draining boards. Several power points.
<u>Utility Room:</u>	8'5" av. x 8'5". Door to rear.
<u>Dining Room:</u>	11'6" x 9'3". Original beamed ceiling. Fitted cast-iron grate in tiled surround.



Bathroom (on Ground Floor): Part tiled. Fitted with panelled bath, and pedestal hand-basin.

Separate W.C.

Integral Garage: This garage could readily be incorporated with the small Sitting Room to form a large room of considerable character.

#### FIRST FLOOR

Bedroom 1: 18' x 12'5". Contains the Airing Cupboard with hot water cylinder, fitted with electric immersion heater.

Bedroom 2: 11'8" x 9'2".

Bedroom 3: 11'8" x 7'10"

Box Room: A small, L-shaped room.

#### BARN ADJOINING

This barn is part of the main building, from which Tynwydd Farmhouse itself has been formed. The barn is of similar construction. Its internal size is approximately 43' x 18', so that it provides ample space for extension to Tynwydd Farmhouse, to allow it to be extended to form a very substantial property. The barn, up to the present time, has been used as an agricultural building, but, subject to planning consent, it is obviously very suitable for conversion to provide further residential accommodation.

#### SERVICES

The house and several of the outbuildings have main electricity and water supplies (the latter through a private main). Drainage of the house is to a cesspit. There is a telephone connection to the house (subject to British Telecom regulations).

#### ADDITIONAL BUILDINGS

To the north of the house, and adjacent to a concreted yard, are a group of further buildings, comprising:

1. Store Shed: Brick-built, with corrugated asbestos roof.
2. Store Shed: Stone-built, with corrugated asbestos roof.
3. Former Cowshed: 18'8" x 15'0" (internal). Stone-built, with asbestos roof. Suitable for conversion to garage use.
4. Former Double Kennel: A stone-built and slated building.
5. Hay Barn: Situated in croft to the west. 3-bay, steel-framed, with asbestos roof.

### THE LAND

The total area of the land comprised within this Lot is 14.85 acres, approximately, as set out in the following Schedule:

#### THE SCHEDULE

<u>GR. No.</u>	<u>Description</u>	<u>Acreage</u>
Pt. 4166	House, buildings, roadside land and paddock.	0.80 approx.
2478	Pasture	5.90
2190	Pasture	2.49
1600	Pasture	5.66
		<hr/> 14.85 approx. <hr/>

This land is bounded by Clemenstone Brook to the north, and therefore has a good, natural water supply.

### IMPORTANT NOTES

With regard to access, services, easements, fencing responsibility, Milk Quota, and a Restrictive Covenant, see the General Stipulations.

Apart from the points set out in the General Stipulations, the Purchaser of this Lot, purchases subject to the presence on the property of a water sub-meter and a length of water pipe, supplying the property known as North Lodge, and the Vendors retain the right to repair and maintain this installation.

The freehold of a strip of roadway, 4ft. wide, extending along the whole south frontage of the house and barn, is to be conveyed to the Purchaser. The right to enter on to a further 4ft. strip of the Vendors' retained road, contiguous to the above strip, for the purposes of maintenance, repair and alteration of the property, will be granted.



## LOT 2 : AN EXCEPTIONAL RESIDENTIAL BUILDING SITE

### IDENTIFICATION

Coloured light blue on the plan attached.

### DESCRIPTION

This Lot comprises the major part of the former Clemenstone Mansion, part of which is still standing, but part having been demolished. With the land and woodland around, it is a particularly attractive building site.

### PLANNING CONSENT

Detailed planning consent has been granted for the conversion of the buildings and former domestic accommodation of Clemenstone House into one dwelling. Copies of this detailed planning consent are available for inspection at the Auctioneers' offices or at the offices of the Land & Valuation Officer, Caerwys House, Windsor Lane, Cardiff, (Tel: 0222-822575 or 822583). The consent was granted by the Ogwr Borough Council on 17 August 1989, under code reference 89/0450. The consent relates to part only of this Lot. Should the Purchaser wish to change the present use of the remainder of the land within this Lot, planning consent may be required.

### THE EXTENT OF THIS LOT

The Lot, as offered, has a total area of 2.56 acres approximately. It comprises not only the building site, but also an area of adjoining pasture-land and mature woodland to the south and south-east, as shown on plan, together also with an area of woodland containing a number of fine trees to the north of the roadway running through the site. The roadway will remain in the ownership of South Glamorgan County Council.

### IMPORTANT NOTE

With regard to access, services, easements, fencing responsibility, Milk Quota, and a Restrictive Covenant, see the General Stipulations.

In addition to the matters set out in the General Stipulations, this property is sold subject to the right of the Vendors to maintain across the eastern part of the property, for the benefit of their adjoining property, an underground water main, with the full right to enter to replace and repair, making good any damage then done.

The Vendors will grant to the purchaser full rights to pass and repass across the roadway and land retained by them to gain access to the land and buildings to the north, to secure to the property the enjoyment of that land and buildings.



## LOT 3 : AN EXCEPTIONAL RESIDENTIAL BUILDING SITE

### IDENTIFICATION

Coloured yellow on the plan attached.

### DESCRIPTION

This Lot comprises most of the former outbuildings of Clemenstone Mansion. These outbuildings, mostly stone-built and slated, have been used until recently as farm buildings. The buildings are extensive and of considerable character, and, with the land and woodland to the south and to the west, which is included within this plot, they form a particularly attractive building site.

### PLANNING CONSENT

Detailed planning consent has been granted for the conversion of the buildings referred to above, into one dwelling. Copies of this detailed planning consent are available for inspection at the Auctioneers' offices or at the offices of the Land & Valuation Officer, Caerwys House, Windsor Lane, Cardiff (Tel: 0222-822575 or 822583).

The consent was granted by the Ogwr Borough Council on 28th June 1990, under code reference 90/0559. The consent relates to part only of this Lot. Should the Purchaser wish to change the present use of the remainder of the land within this Lot, planning consent may be required.

### THE EXTENT OF THIS LOT

The Lot, as offered, has a total area of 2.32 acres approximately. It comprises not only the building site, but also an area of pasture, woodland and paddock, lying to the south and south-west, as shown on the plan.

### SERVICES

A main electricity supply is connected to the farm buildings at present. There are also two metered connections to the main water supply from the adjoining private main.

### IMPORTANT NOTE

With regard to access, services, easements, fencing responsibility, Milk Quota and a Restrictive Covenant, see the General Stipulations.

LOT 4 : 48.03 ACRES OF AGRICULTURAL LAND WITH MILK QUOTA ATTACHED

IDENTIFICATION

Coloured orange on plan attached.

DESCRIPTION

This Lot comprises 48.03 acres approximately, of excellent quality, agricultural land, as set out in the following Schedule:

<u>THE SCHEDULE</u>		
<u>GR. No.</u>	<u>Description</u>	<u>Acreage</u>
Pt. 2950	Pasture	9.76 approx.
1635	Former Copse	0.34
3333	Pasture & Track	12.07
5354	Pasture	8.98
6243	Pasture	8.16
4835	Woodland	1.25
Pt. 1524	Pasture	7.00 approx.
0717	Part Pasture, Part Rough	0.32
Pt. 1913	Pasture	0.15 approx.
		<u>48.03 approx.</u>

ACCESS

Access to this land can be obtained direct from the Ewenny Road into the north-west corner of OS.1524, through the existing gateway. Alternatively, access can be obtained from the private South Glamorgan County Council road, running from Wick Lodge through to Llandow, in the north-east corner of OS.2950.

MILK QUOTA

This land is sold with the benefit of Milk Quota of 115,219 litres at 4.04% b.f. This Quota is unused.

IMPORTANT NOTE

With regard to access, services, easements, fencing responsibility, Milk Quota and a Restrictive Covenant, see the General Stipulations.

Stock proof fence to be erected within 6 weeks along F-G ie private roadway.



LOT 5 : 14.90 ACRES OF AGRICULTURAL LAND WITH MILK QUOTA ATTACHED

IDENTIFICATION

Coloured green on plan attached.

DESCRIPTION

This Lot comprises a very useful block of agricultural land with frontage to Ewenny Road. It has a total acreage of 14.69 acres, approximately, as set out in the following Schedule:

THE SCHEDULE

<u>GR. No.</u>	<u>Description</u>	<u>Acreage</u>
Pt. 0052	Pasture	8.12 approx.
Pt. 2564	Pasture	6.17 approx.
1867	Woodland	0.40
Pt. 8965	Rough & Roadside Verge	0.21 approx.
		<u>14.90 approx.</u>

ACCESS

Access to this land will have to be formed by the Purchaser constructing a new gateway into the south-west corner of OS. Pt. 0052 from the South Glamorgan County Council private road retained by them.

MILK QUOTA

This land is sold with the benefit of a Milk Quota apportionment of 37,548 litres at 3.65% b.f. The percentage of unused Quota is not available at the date of printing. However, the figure will be available prior to the sale date. Enquiries should be made to the Auctioneers.

IMPORTANT NOTE

With regard to access, services, easements, fencing responsibility, Milk Quota, and a Restrictive Covenant, see the General Stipulations.



LOT 6 : AGRICULTURAL ACCOMMODATION LAND

IDENTIFICATION

Coloured brown on plan attached.

DESCRIPTION

This Lot consists of a block of accommodation land in one field. The total acreage is approximately 6.00 acres, as set out in the following Schedule:

THE SCHEDULE

<u>GR. No.</u>	<u>Description</u>	<u>Acreage</u>
Pt. 0040	Pasture	5.75 approx.
Pt. 0132	Part Pasture, Part Rough	0.25 approx.
		<u>6.00 approx.</u>

ACCESS

Access to this land is to be obtained from the private road owned by South Glamorgan County Council, extending from Wick Lodge through to Llandow, at a point just to the east side of the eastern boundary of Wick Lodge.

IMPORTANT NOTE

With regard to access, services, easements, fencing responsibility, Milk Quota, and a Restrictive Covenant, see the General Stipulations.



LOT 7 : AGRICULTURAL ACCOMMODATION LAND

IDENTIFICATION

Coloured dark blue on plan attached.

DESCRIPTION

This block of excellent accommodation land lies within very easy reach of Wick, with access from the Eweny Road. The property comprises a total acreage of 17.24 acres approximately, as set out in the following Schedule:

THE SCHEDULE

<u>GR. No.</u>	<u>Description</u>	<u>Acreage</u>
Pt. 1913	Pasture	2.23 approx.
1209	Part Pasture, Part Rough	0.13
3319	Pasture	1.75
4700	Pasture & Pond	12.65
5100	Copse	0.48
		<hr/> 17.24 approx. <hr/>

This is a fertile, sheltered portion of land.

IMPORTANT NOTE

With regard to access, services, easements, fencing responsibility, Milk Quota, and a Restrictive Covenant, see the General Stipulations.

SPECIAL FENCING RESPONSIBILITY

Immediately following the completion of purchase, the Purchaser shall erect (and thereafter maintain) a stock-proof fence along the boundary to Lot 4, marked C-D on the attached plan. The fence shall be a substantial post, Ryelock and barbed wire fence to a height of 3'9", or such other fence or wall the specification of which shall be approved by the Vendors.



## GENERAL STIPULATIONS

### TENURE

The properties offered for sale are freehold, and are offered for sale with full vacant possession.

### ACCESS

With the exception of Lot 7, access to all Lots is off a good, tarmacadamed private roadway, which runs into Clemenstone off the Wick/Ewenny Road, at a point adjacent to Wick Lodge. The freehold of this road, together with roadside strips, will be retained by the Vendors, the South Glamorgan County Council, for the benefit of their retained properties to the east and to the north. However, the Vendors will grant full rights of access at all times and for all purposes along the length of private roadway, as shown on plan, between the points marked "A" and "B", for the benefit of the properties sold. Purchasers of the properties now sold will not be granted the right to use the Vendors' private roadway to the east of point "B", through land retained by the Vendors.

Responsibility for maintaining the road, A-B, as a tarmacadamed roadway in good order and condition as a private roadway, is to be shared by the users in the following proportions:

(a) The Vendors	- 30%
(b) The Owner of Tynewydd House & Land (Lot 1)	- 18%
(c) The Owner of building site (Lot 2)	- 18%
(d) The Owner of building site (Lot 3)	- 18%
(e) The Owner of agricultural land (Lot 4)	- 8%
(f) The Owner of agricultural land (Lot 5)	- 4%
(g) The Owner of agricultural land (Lot 6)	- 4%

### SERVICES

1. Water : The Vendors have made a metered connection to the Water Authority's 3" main, which runs along Ewenny Road, and have laid a 1½" private main through Lot 5, a small part of Lot 1, and thence in the retained access road. The main then continues into retained property of the Vendors and supplies some further properties.

Tynewydd Farmhouse (Lot 1), and the old buildings mainly comprised within Lot 3, already have sub-metered supplies off the private main, and these will remain. The Purchaser of Lot 2 will be allowed to take a metered supply off the same main.

The ownership of the private main will remain with the Vendors but all costs relating to the private main, including the cost of replacement or repair for the length from Ewenny Road to the first sub-meter, which lies to the north-west side of the buildings in Lot 3, are to be borne by the parties in the proportions shown overleaf:



- (a) The Vendors - 25%
- (b) The Owner of Tynewydd House & land (Lot 1) - 25%
- (c) The Owner of building site (Lot 2) - 25%
- (d) The Owner of building site (Lot 3) - 25%

For lengths of main to the east of the first sub-meter, the responsibility for replacement and repair shall be apportioned according to the extent of user.

The South Glamorgan County Council, as Vendors, will grant rights over their retained property in favour of Tynewydd Farmhouse and land, and the two building sites, to allow replacement and repair of the water main. Similarly, the Purchasers of Lot 5 and Lot 1 (insofar as Lot 1 is affected) will purchase subject to the rights for the benefit of the afore-mentioned properties, including the Vendors' retained land, to enter upon the land to replace, repair and maintain the water pipeline, all damage done in carrying out these works to be made good, or fair compensation to be paid.

Each of the four properties mentioned above are to be responsible for installing sub-meters (if not already installed), and shall bear the cost of water utilised as indicated by these sub-meters.

Welsh Water (Dwr Cymru) have confirmed that there is a 3" main running along the Ewenny Road to the west of the property, and it is understood (although this should be confirmed with Welsh Water direct, by potential purchasers) that water supplies for Lots 4, 5, 6 and 7 may be obtained from that main for the benefit of those Lots.

2. Electricity : An overhead, high voltage, electricity main passes over part Lots 1, 4 and 5. Those Lots are sold subject to, but with the benefit of, the Wayleave Agreements with South Wales Electricity.

Tynewydd Farmhouse (Lot 1), and the group of farm buildings forming the major part of Lot 3, have metered electricity supplies at present. The Vendors, together with the Purchasers of Lots 1 and 3, will grant rights to the Purchaser of Lot 2, to extend the electricity supply over their respective properties (insofar as they are affected) to Lot 2.

3. Telephone : British Telecom have a Wayleave Agreement with the Vendors for an underground cable, and telephone pole, which affect Lots 4 and 6. Those properties are sold subject to, but with the benefit of, that Wayleave Agreement. At the present time, a telephone is connected only into Lot 1. The Purchasers of Lots 2, 3, 4 and 6 purchase subject to the obligation to allow further cables to be installed to enable Lots 2 and 3 to be connected to the telephone network.

The land attached to Lot 1 is traversed by an overhead telegraph line to North Lodge, and is sold subject to, but with the benefit of that wayleave.



### BOUNDARY MAINTENANCE

The responsibility for the future maintenance, in sound, stock-proof condition, of fences or hedges between the various Lots, is shown by inward facing T-marks on the attached plan.

On the boundary fences of the property as a whole, the Vendors have indicated the responsibility for maintaining those hedges or fences in sound, stock-proof condition. However, this information is given to the Vendors' best knowledge and belief, and is not guaranteed to be correct.

There is, at present, no boundary between Lots 2 and 3. The responsibility for erecting and maintaining that boundary shall be equally shared between the two Lots.

From Lots 4 and 6 to the Vendors' private access road, there is at present no fence. The Purchasers of those Lots will be required to erect and thereafter maintain along the boundary to the road, along a line 3ft. to the south side of the metalled surface, a substantial, stock-proof, post, Ryelock and barbed wire fence, to a height of 3'9", and they shall thereafter be responsible for maintaining that fence in stock-proof condition.

### MILK QUOTA

Most of the property now offered for sale in various Lots has, until recently, been utilised for milk production. The property as a whole, therefore, enjoys a Milk Quota. However, Lots 1, 2, 3, 6 and 7 are sold on the basis that there will be no Milk Quota attached to the whole or any part of those Lots. The Purchaser/s will be required to enter into a binding agreement in the purchase contract that they accept that position.

Lots 4 and 5 are sold with the benefit of Milk Quota, as specified in more detail in the printed Particulars relating to those Lots. The Purchasers undertake that they will promptly, following purchase, together with the Vendors, enter into the appropriate documentation to effect the apportionment and transfer of the Milk Quota to those Lots.

### RESTRICTIVE COVENANT

A restrictive covenant will be included in the Contracts of Sale, prohibiting foxhunting and beagling (or any other pursuit of hares for sport by any other species of dog) on any part or parts of the property now offered for sale.

### SETTLEMENT OF ANY DISPUTES

Should any dispute arise between the Vendors and the Purchaser<sup>or two Purchases</sup> of any Lot or Lots, as to the interpretation of any part of the Particulars or as to any matter therein contained, the same shall be referred to the arbitration of the Vendors' Agents, whose decision shall be conclusive and binding on all parties.

### PLAN, AREAS & SCHEDULES

These are based on the Ordnance Survey maps of the area, and are for reference only. They have been carefully checked and are believed to be correct, but the Purchaser/s shall be deemed to have satisfied himself as to the description of the property, and any error or omission or misstatement as to the areas or otherwise, shall not annul the sale or entitle any party to compensation in respect thereof.



#### MISREPRESENTATION ACT 1967

Herbert R. Thomas, Son & Edwards, for themselves and for the Vendors, whose Agents they are, give notice that:

1. All statements contained in these Particulars as to the properties or land, are made without responsibility on the part of Herbert R. Thomas, Son & Edwards or the Vendors.
2. None of the statements contained in these Particulars as to properties or land are to be relied upon as statements or representations of fact.
3. Any intending Purchaser must satisfy himself by inspection or otherwise, as to the correctness of each of the statements contained in these Particulars.
4. The Vendors do not make or give, nor any person in their employment has any authority to make or give, any representations or warranty in relation to the properties or land.

#### SPECIAL CONDITIONS OF SALE

Copies of the Special Conditions of Sale are available for inspection at the offices of the Vendors' solicitor, by prior appointment.

#### GENERAL CONDITIONS OF SALE

1. All Lots are sold subject to the terms and conditions contained in the contracts for the sale thereof, copies of which may be inspected at the offices of the Vendors' solicitor prior to the day of auction by prior arrangement.
2. On the Lot being knocked down, the successful bidder must give his name and address and, if appropriate, the name and address of the person or company on whose behalf he has been bidding to the Auctioneer or the Auctioneer's Clerk, and in default, the Auctioneer shall be entitled to resubmit the Lot for resale, but shall not be bound to do so.
3. Each Purchaser shall be deemed to be personally liable on making an accepted bid, even though he shall purport to act as agent for a Principal, so that their liability under the contract shall be joint and several.
4. If a cheque given as a deposit is dishonoured on presentation, or is not met when first presented, or if the successful bidder fails to pay such deposit, then, without notice, the Vendors shall be entitled (but shall not be bound) to treat such dishonour or failure as a repudiation of the contract and rescind the contract but without prejudice to the Vendors' right to claim the payment of the deposit against the successful bidder and/or damages for repudiation of contract.
5. The properties are believed to be, and shall be taken as, correctly described, and any incorrect statement, error or omission found in the Particulars of Conditions of Sale shall not annul the sale or entitle the Purchaser to be discharged from his purchase nor shall the Vendors or Purchaser claim or be allowed any compensation in respect thereof.



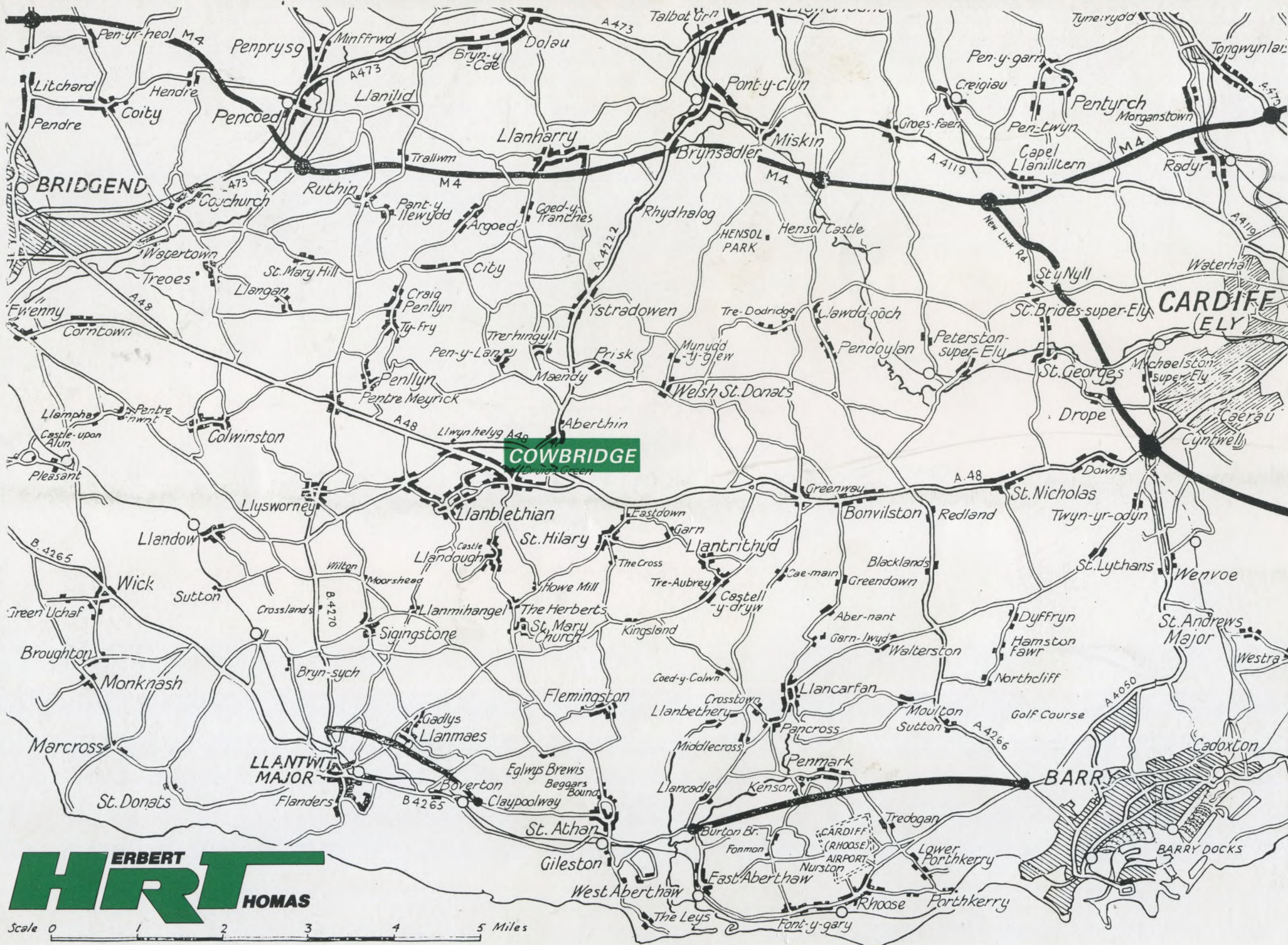
6. The Purchaser shall buy subject to any existing or future notices, claims, acquisitions, requisitions, proceedings, orders, acts, or requirements of any Tribunal or tenant or Local Authority (whether registered or not), in regard to the property or any part thereof and from the day of the contract, the property shall be at the sole risk of the Purchaser.
7. The Purchaser should satisfy himself as to the ownership of the wiring, pipes, sanitary and other fittings, and of any affixed appliances. The Vendors or the Auctioneers can accept no liability for any payments that may be outstanding in respect thereof and the property is sold subject thereto.
8. The Purchaser shall be deemed to buy the property with full notice in all respects of the actual state and condition thereof, and shall take the property as it is.
9. The Vendors shall not be required to convey the whole or part of the property to any person or body other than the Purchaser.
10. The Auctioneers reserve the right to sell the whole or Lots in any order or withdraw the whole or any of the Lots at their or the Vendors' discretion.
11. Subject to the provisions of Condition 12 hereof, the highest approved bidder shall be the Purchaser, the Auctioneer having the right to refuse any bid. If any dispute shall arise as to a bidding, the property shall be put up again at the last undisputed bidding, or the Auctioneer may decide the dispute without a resale.
12. The sale is subject to a reserve price and the County Council also reserves the right to withdraw the property at any time before it has been actually knocked down and either after or without declaring the reserve price.
13. Immediately after the sale, the Purchaser shall pay to the County Council, as stakeholder, a deposit of 10% on the amount of his purchase money and sign the agreement hereunder for completion on his purchase. If, from any cause whatsoever other than the wilful default of the County Council, the completion of the purchase shall be delayed beyond the completion date, the Purchaser shall pay interest on the remainder of his purchase money at the rate of 4% per annum above the base rate from time to time of Lloyds Bank Plc from that date until the day of actual payment thereof and shall not be entitled to compensation for the County Council's delay or otherwise but in any such case the County Council shall be entitled at its option to retain the rents of the property to the date of completion in lieu of interest.
14. The County Council shall convey as beneficial owner.
15. The property is sold with vacant possession on completion.
16. All requisitions and objections (if any) in respect of the title abstract description of the property or Particulars or otherwise arising out of the sale and not precluded by these conditions shall be delivered in writing to the County Council's Chief Solicitor within twenty-one days from delivery of the Abstract and every requisition or objection not so delivered shall be deemed to be waived and subject only to requisitions and objections so delivered the title shall be



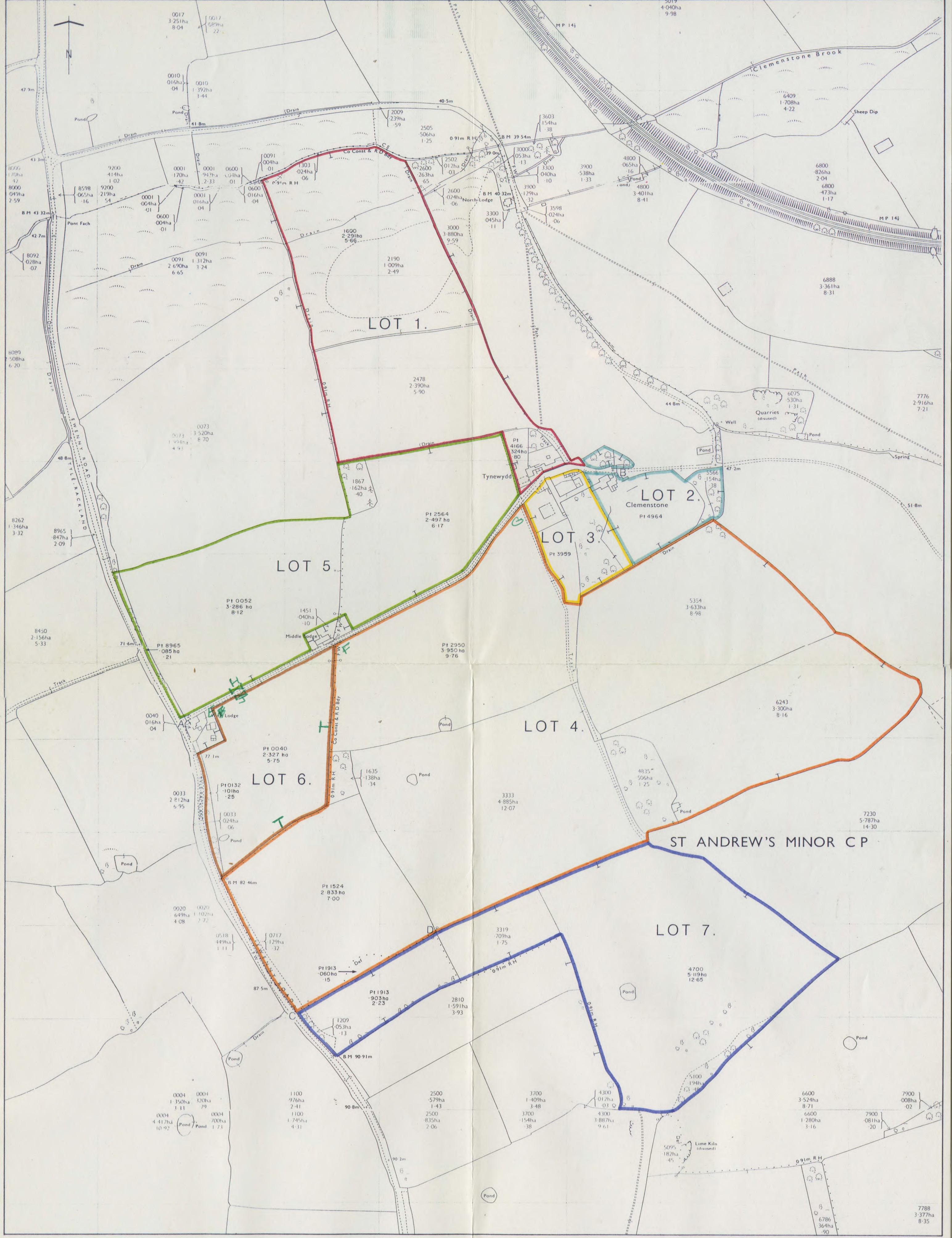
considered accepted time being in this respect of the essence of the contract For the purpose of any objection or requisition the Abstract shall be considered complete if it supplies the information suggesting the objection or requisition.

17. Should any objection or requisition as to title the Conveyance or any other matter incidental to the sale be made and insisted on which the County Council shall be unable or unwilling to satisfy or comply with the County Council may (notwithstanding any attempt to remove or satisfy the same or any negotiation or litigation in respect thereof) by seven days notice in writing to the Purchaser making such objection or requisition or his Solicitor rescind the Contract in which case unless within such period of seven days such requisition or objection shall be withdrawn the sale shall be annulled and the Purchaser shall be entitled to the return of the deposit without interest costs or any compensation whatsoever and shall return to the County Council the Abstract and all other papers furnished to him by or on behalf of the County Council in connection with this sale.
18. The property is sold subject to The Law Society's General Conditions of Sale (1984 Revision) ("General Conditions") so far as they are not varied by or inconsistent with the Conditions of this Agreement and for the purposes of the General Conditions:-
  - 21(2)(b) specified bank is Lloyds Bank Plc, High Street, Cardiff
  - 21(5)(a) the latest time is 12.30pm.
19. No warranty is given as to the present or authorised use of the property or any part of it and the Purchaser must satisfy himself with regard thereto.
20. The sale is subject to:-
  - (b) any charge notice order restriction or agreement or other matter arising under the Town & County Planning Acts 1962/1971 and other the enactments from time to time in force relating to town planning or any regulation or scheme thereunder.
  - (c) all existing rights of way light support drainage and other easements quasi-easements or rights hitherto used occupied enjoyed or suffered in connection with the property and to any subsisting liability to repair party walls fences roads or streets without any obligation on the part of the County Council to define the same.
  - (d) any matter or thing registered or capable of registration (either before or after the date hereof) as a Local Land Charge under the Land Charges Act 1925 or any Statute amending it and to all regulations orders notices and other requirements heretofore or hereafter made are given by any public or Local Authority in respect of the property.
  - (e) all rents and outgoings (if any) whether disclosed herein or mentioned or not.
21. Time for the purposes of these Conditions shall be of the essence of the Contract.









INDEX TO O.S. SHEETS	
SS 9174 (70)	SS 9274 (70)
SS 9173 (70)	SS 9273 (70)
SS 9172 (70)	SS 9272 (70)
Based upon the Ordnance Survey Map with the sanction of the Controller of H.M. Stationery Office. E.S. 778923	

Clemenstone & Tynewydd

FOR IDENTIFICATION PURPOSES ONLY



Scale: 1/2500